

In re:
Barrie A. Heimbach
Joy L. Heimbach
Debtors

Case No. 18-14280-pmm
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-4
Date Rcvd: May 28, 2021

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 11

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 30, 2021:

Recip ID	Recipient Name and Address
db/jdb	+ Barrie A. Heimbach, Joy L. Heimbach, 8 Heather Court, Douglassville, PA 19518-1400
smg	+ Bureau of Audit and Enforcement, City of Allentown, 435 Hamilton Street, Allentown, PA 18101-1603
smg	City Treasurer, Eighth and Washington Streets, Reading, PA 19601
smg	+ Dun & Bradstreet, INC, 3501 Corporate Pkwy, P.O. Box 520, Centre Valley, PA 18034-0520
smg	+ Lehigh County Tax Claim Bureau, 17 South Seventh Street, Allentown, PA 18101-2401
smg	+ Tax Claim Bureau, 633 Court Street, Second Floor, Reading, PA 19601-4300
cr	+ Santander Consumer USA Inc. dba Chrysler Capital, P.O. Box 961245, Fort Worth, TX 76161-0244

TOTAL: 7

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: RVSVCBICNOTICE1@state.pa.us	May 29 2021 01:50:00	Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946
smg	+ Email/Text: usapae.bankruptcynotices@usdoj.gov	May 29 2021 01:51:00	U.S. Attorney Office, c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404
cr	+ Email/Text: ally@ebn.phinsolutions.com	May 29 2021 01:49:00	Ally Bank, serviced by Ally Servicing LLC, PO Box 130424, Roseville, MN 55113-0004
cr	+ Email/PDF: gecsed@recoverycorp.com	May 29 2021 02:05:21	Synchrony Bank, c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 4

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

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Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 28, 2021 at the address(es) listed below:

Name	Email Address
DAVID S. GELLERT	on behalf of Debtor Barrie A. Heimbach dsgrdg@ptdprolog.net
DAVID S. GELLERT	on behalf of Joint Debtor Joy L. Heimbach dsgrdg@ptdprolog.net
KEVIN G. MCDONALD	on behalf of Creditor Nationstar Mortgage LLC d/b/a Mr. Cooper bkgroup@kmlawgroup.com
REBECCA ANN SOLARZ	on behalf of Creditor MIDFIRST BANK bkgroup@kmlawgroup.com
REGINA COHEN	on behalf of Creditor Ally Bank rcohen@lavin-law.com ksweeney@lavin-law.com
SCOTT F. WATERMAN (Chapter 13)	ECFMail@ReadingCh13.com
United States Trustee	USTPRegion03.PH.ECF@usdoj.gov
WILLIAM MILLER*R	on behalf of Trustee WILLIAM MILLER*R ecfemail@FredReigleCh13.com ECF_FRPA@Trustee13.com
WILLIAM EDWARD CRAIG	on behalf of Creditor Santander Consumer USA Inc. dba Chrysler Capital ecfmail@mortoncraig.com mortoncraigecef@gmail.com

TOTAL: 9

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	: BANKRUPTCY NO. 18-14280(PMM)
BARRIE A. HEIMBACH and	:
JOY L. HEIMBACH	: CHAPTER 13
Debtors	:

**STIPULATION RESOLVING ALLY BANK'S
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

THIS MATTER having been brought before the Court on a Notice of Motion for Relief From the Automatic Stay Pursuant to 11 U.S.C. §362(d) by Lavin, Cedrone, Graver, Boyd & DiSipio, attorneys for Ally Bank and David S. Gellert, Esquire attorney for Barrie A. Heimbach and Joy L. Heimbach (collectively, the "Debtors"), having consented to the entry of the within Order, and for good cause shown; AND NOW COMES Ally Bank, by and through their counsel, and state as follows:

(a) Barrie A. Heimbach and Joy L. Heimbach (collectively, the "Debtors") financed the purchase of a 2015 RAM 2500, VIN: 3C6UR5DJ4FG510726 (the "Vehicle") pursuant to the terms of a Retail Installment Sale Contract dated March 7, 2015 (the "Contract") which has been assigned to Ally Bank.

(b) Pursuant to the Contract, Ally Bank maintains a perfected security interest in and to: (a) the Vehicle; (b) accessories, equipment and replacement parts installed in the Vehicle; and (c) service contracts on the Vehicle.

(c) The Debtors desire to retain possession of the Vehicle and provide adequate protection for Ally Bank's interest in the Vehicle.

NOW THEREFORE, in consideration of the above, Ally Bank and the Debtors STIPULATE AND AGREE as follows:

1. The Debtors are currently \$6,412.00 in arrears through and including the May 7, 2021 due payment. The Debtors acknowledges their account is in arrears in the amount of \$6,412.00.

2. The Debtors are paying \$6,412.00.84 of the arrears along with \$500.00 attorney fees through the Chapter 13 Plan for a total payment of \$6,912.00. Claimant shall file an amended Proof of Claim including the arrears as stated above. Debtors shall amend their plan within thirty (30) days to include this amount.

3. The Debtors shall resume making regular monthly contractual payments in the amount of \$689.16 each, commencing with the payment due on or before June 7, 2021. Pursuant to the Contract, a late charge may be assessed for any payment not received in full within ten (10) days after it is due.

4. The Debtors shall make the June 7, 2021 payment and all future payments on time. Said payment shall be forwarded to: Said payment shall be forwarded to: Ally Bank, Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

5. All payments shall be made payable to Ally Bank, Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

6. The Debtors hereby agree to maintain insurance coverage in such types and amounts as are required by the Contract until such time as all amounts due Ally Bank under the Contract are paid in full.

7. If Debtors fail to comply with any of the stipulated terms herein, or if Debtors fail to make trustee payments within fifteen (15) days of due date, Ally Bank may be granted relief from the automatic stay with respect to the Vehicle upon filing a Certification of Counsel that Debtors are in default, together with a proposed Order to the Bankruptcy Court, and serving

copies of the same upon the Trustee, Debtors and Debtors' counsel. It is also expressly understood that the notice and cure period provided herein, only applies with respect to Ally Bank's ability to obtain relief from the automatic stay in this bankruptcy case and does not in any way apply to or restrict Ally Bank's ability to pursue its rights pursuant to the Contract.

8. If for any reason Debtor(s)' case is closed, terminated, dismissed or converted, the parties hereto agree and acknowledge that the terms of this agreed/stipulated order will be null and void and the parties are returned to the status quo with their respective rights under state law and the Contract.

9. The Trustee has no objection to the terms of the stipulation, without prejudice to any of their rights and remedies.

10. This Stipulation may be executed by facsimile and such facsimile signatures shall be deemed as originals.

11. The signature pages of this Stipulation may be executed in counterpart and all such signature pages, when attached, shall become part of the original Stipulation.

CONSENTED TO BY:

DATED: 5/19/2021



DAVID S. GELLERT, ESQUIRE
Attorney for the Debtors

CONSENTED TO BY:

DATED: 5/19/2021



REGINA COHEN, ESQUIRE
Attorneys for Ally Bank

CONSENTED TO BY:


DATED: 5/25/21



SCOTT F. WATERMAN
Chapter 13 Trustee

SO ORDERED:

ENTERED ON: May 28, 2021



PATRICIA M. MAYER
United States Bankruptcy Judge